

REQUEST FOR PROPOSALS

ISSUE DATE: June 12, 2003

RFP#: COM-03-053B

TITLE: Workforce Development Technology Initiative to Expand Public Access to On-line Employment Information Resources: By Strengthening Community- and Faith-Based Organizations' Involvement with the One-Stop Delivery System

ISSUING AGENCY: Commonwealth of Virginia
Department of Social Services
Division of Community Programs
730 East Broad Street
Richmond, Virginia 23219-1849

LOCATION: Statewide

Initial Period of Contract: From July 15, 2003 through December 31, 2003.

Sealed Proposals Will Be Received Until: 4:00 PM, July 3, 2003, For Furnishing The Services Described Herein.

All Inquiries For Information Should Be Directed To:

Faye Palmer
Division of Community Programs
Phone: (804) 692-1065

IF PROPOSALS ARE MAILED, SEND DIRECTLY TO THE FOLLOWING ADDRESS:
VIRGINIA DEPARTMENT OF SOCIAL SERVICES, OFFICE OF COMMUNITY SERVICES,
THEATER ROW BUILDING – 8TH FLOOR, 730 EAST BROAD STREET, RICHMOND, VIRGINIA
23219, ATTENTION: Faye Palmer. IF PROPOSALS ARE HAND DELIVERED, PLEASE DELIVER
TO SAME ADDRESS.

In compliance with this Request for Proposals and to all conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiations.

Name and Address of Firm:

Date: _____

By: _____
(signature in ink)

_____ zip code
FIE/FIN# _____

Name: _____

Title: _____

Facsimile # _____

Telephone # _____

Workforce Investment Area: _____

E-mail address _____

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REQUEST FOR PROPOSALS

- I. **BACKGROUND AND PURPOSE:** The Virginia Department of Social Services (VDSS) in collaboration with the Virginia Employment Commission (VEC) applied for and received an award from the Department of Labor. The grant project is designed to increase the participation of Community- and Faith-Based Organizations (CBOs & FBOs) in the One-Stop Career Center Delivery System Workforce Investment Areas (please see Attachment C). Efforts will be made to establish an environment in which the Workforce Investment Boards (WIBs) and One-Stop Career Centers, local departments of social services, and the CBOs & FBOs can better understand each other's clients' needs and agency goals and procedures and overcome any barriers to cooperation and collaboration. The grant award will increase computer access to America's Labor Market Information System and related sites within each Workforce Investment Area (WIA). Applicants should prepare proposals for projects that meet these goals and provide additional public access to labor market information.

Section 4-5.02 of the 2000 Appropriation Act requires state agencies making grants to notify localities of grant duration if the duration of the grant is less than three years or if major fluctuations can be expected in grant amounts. While respondents to this RFP may not be units of local government, the same notification is provided to all potential grantees. This grant is for the period July 15-December 31, 2003, only.

The grant provides for the purchase and placement of computer systems in 34 CBOs or FBOs with Internet access across the state. Sites will be chosen within each of the seventeen Workforce Investment Areas (WIAs) in Virginia to become computer career information centers. VDSS will not provide service on the computer; however, the computers come with a five-year warranty. A stipend of \$500 has been designated for each of the 34 sites to support the grant project.

This is a second reissue of an original Request for Proposal (RFP). Fifteen (15) sites were funded from the original RFP. As the first reissue yielded an insufficient number of applications, we are reissuing the RFP. Those who responded to the reissue which closed on June 2, 2003 need not reapply. These proposals will be considered with those received from this issue. Funds are available to purchase and place an additional computer system at 19 sites. Consideration will be given to those organizations located in areas of the state that do not have a computer career information center in operation; however, this RFP is open to all areas of the Commonwealth.

Staff at the 34 sites will be provided with training on how to assist their customers in accessing the Internet, the America's Labor Market site, and Virginia's One-Stop Career Centers. This training will also be open to other agencies desiring more expertise in accessing the One-Stop system.

Upon successful completion of the grant project, computers will remain in each CBO & FBO that commits to sustaining the project.

- II. SPECIAL REQUIREMENTS: Only local Community- and Faith-Based Organizations (CBOs & FBOs) may apply for placement of the remaining 19 computers to be connected to the Internet and will be required to submit a brief proposal in response to the RFP detailing the anticipated approach, expected activities, and outcomes.
- III. STATEMENT OF NEEDS:
- A. Proposals shall be for the expansion of public access to the One-Stop Career Center Delivery System and increased collaboration.
- B. Expenditures made pursuant to this Contract shall be for services and related matters as described in the approved Grantee Work Program and must be in accordance with the laws of the Commonwealth of Virginia and the United States of America. Expenditures are also subject to the A-102 Common Rule and OMB Circular A-87.
- C. No Contract funds shall be expended for:
1. Any expenses other than those necessarily incurred in the performance of the Contract.
 2. The cost of meals for employees or officials of the Contractor except when on travel status.
 3. Costs incurred before the effective date of the Contract, unless incurred with the prior approval of the Purchasing Agency.
 4. The payment of any salary or compensation to a federal employee.
 5. Payment of any consultant fee, or honorarium, to any officer or employee of the Purchasing Agency or any State, municipality or local agency for services normally paid for by such employee's regular salary, wage and overtime compensation to such officers and employees consistent with the established personnel policies of the employing agency.
 6. The payment of portions of any salary in excess of the proportion of actual time spent in carrying out the Contract.
 7. Deviations of greater than ten percent or \$500.00, whichever is more, of the budgeted line item contained in the Approved Budget without prior approval by the Purchasing Agency.
 8. Purchases of over \$500.00 without prior written approval from the Purchasing Agency.

IV. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:

A. General Requirements

1. In order to be considered for selection, offerors must submit a complete response to this RFP. Five (5) copies (with original signatures), of each proposal must be submitted to the Division of Community Programs. No other distribution of the proposal shall be made by the Offeror.
2. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information may result in the Purchasing Agency requiring prompt submission of missing information and/or giving of a lowered evaluation of the proposal. Proposals, which are substantially incomplete or lack key information, may be rejected by the Purchasing Agency at its discretion. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

Proposals should be prepared simply and economically, and include a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. The proposal may not exceed 5 pages.

Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.

3. Ownership of all data, materials, and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the offeror must invoke the protections of § 11-52D of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item

prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

4. Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the State Agency. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The Issuing State Agency will schedule the time and location of these presentations. Oral presentations are an option of the Purchasing Agency and may or may not be conducted.

B. Specific Proposal Instructions:

1. Proposals should be as thorough and detailed as possible so that the review panel assembled by the Division of Community Programs may properly evaluate the Offeror's capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

- a) The return of this complete RFP and all addenda acknowledgements, if any, signed and filled out as required.
- b) A completed CBO & FBO Technology RFP Application –Parts 1 and 2 (Attachments A and B) to include the following sections specifying plans for providing the proposed services including:

APPLICATION - PART 1 - Attachment A

1. NEED:
2. EXPERIENCE:
3. APPROACH:
4. OUTCOMES:

APPLICATION -PART 2 – Attachment B

1. Budget for CBO & FBO technology stipend.

A legible hand-printed application is acceptable. Computer generated facsimiles may be used for Attachments A and B. However, the information must be in the same format and order.

- C. Identification of Proposal Envelope: The signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: (Name of Offeror) (Due Date) (Time)

(Street or Box Number) RFP#

_____(City, State, Zip)_____ RFP Title

Name of Contract/Purchase Officer:

The envelope should be addressed as directed on Page 1 of the solicitation.

If a proposal not contained in a special envelope is mailed, the Offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

V. EVALUATION AND AWARD CRITERIA:

A. Evaluation Criteria:

Proposals shall be evaluated by a review panel assembled by the Division of Community Programs using the following criteria:

1. Significance and beneficial impact of project. (40 points)
2. Innovation and adequacy of planned approach. (40 points)
3. Assessment of needs related to area population. (10 points)
4. Ability to meet proposed schedule. (10 points)

- B. AWARD OF CONTRACT: Selection shall be made of one or more Offerors deemed to be fully qualified and best suited among those submitting proposal on the basis of the evaluation factors included in this Request for Proposals. Negotiations shall be conducted with the Offeror(s) so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the Purchasing Agency shall select the Offeror(s) who, in its opinion, has made the best proposal(s), and shall award the contract to those Offeror(s). The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous. (Section 11-65d, Code of Virginia.) Should the Commonwealth determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Contractor's proposal as negotiated.

VI. REPORTING AND DELIVERY REQUIREMENTS

- A. The contractor agrees to furnish the Virginia Department of Social Services with program and financial progress and a final report in such form and quantity as the Virginia Department of Social Services may require, including but not limited to:
1. Monthly Invoices and supporting documentation, Request for Reimbursement, to be received no later than 16th day of the following month;
 2. A final report, due no later than 45 days after the end of the contract, which includes a comprehensive evaluation of the program's effectiveness and whether the anticipated outcomes were achieved. The reports should discuss any problems encountered and lessons learned.

Failure to submit any required reports within the specified time period shall be cause for withholding of requested reimbursements, revocation, termination or suspension of this contract.

- VII. QUESTIONS CONCERNING THE RFP: Questions concerning the RFP may be submitted in writing to: Department of Social Services, Division of Community Programs, Eighth Floor, 730 East Broad Street, Richmond, Virginia 23219, Attn: Faye Palmer. These questions must be received by the Department no later than 5:00 PM, June 25, 2003. Written answers to these questions will be sent to all vendors who requested a copy of the RFP.

VIII. GENERAL TERMS AND CONDITIONS

- A. Vendor's Manual: This solicitation is subject to the provisions of the Commonwealth of Virginia Vendor's Manual and any revisions thereto, which are hereby incorporated into this solicitation in their entirety. A copy of the manual is normally available for review at the purchasing office and in addition a copy can be obtained by calling the Division of Purchases and Supply (804) 786-3845.
- B. Applicable Laws and Courts: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Offeror shall comply with applicable federal, state, and local laws and regulations.
- C. Anti-Discrimination: By submitting their bids or proposals Bidders or Offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the

Virginians With Disabilities Act, the Americans With Disabilities Act and Section 11-51 of the Virginia Public Procurement Act which provides:

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, or disabilities, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section.
 2. The contractor will include the provision of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. Ethics in Public Contracting: By submitting their bids or proposals, Bidders or Offerors certify that their bids or proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder/Offeror, supplier, manufacturer or subcontractor in connection with their bid or proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or grater value was exchanged.
- E. Immigration Reform and Control Act of 1986: By submitting their bids or proposals, the Bidders or Offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- F. Debarment Status: By submitting their bids or proposals, Bidders or Offerors certify that they are not currently debarred from submitting bids or proposal on contracts by any agency of the Commonwealth of Virginia, nor are they an agent

of any person or entity that is currently debarred from submitting bids or proposals on contracts by any agency of the Commonwealth of Virginia.

- G. Antitrust: By submitting their bids or proposals, Bidders or Offerors, conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, related to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

H. Mandatory Use of State Form and Terms and Conditions:

1. Request For Proposals: Failure to submit a proposal in the official state format provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal: however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

- I. Clarification of Terms: If any prospective Bidder or Offeror has questions about the specifications or other solicitation documents, the prospective Bidder or Offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the opening date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. Payment:

1. To Prime Contractor:

- a: Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b: Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c: All goods and services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.

- d: The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

2. To Subcontractors:

- a: A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportional share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amount owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amount withheld as stated in (2) above. The date of the mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

K. Precedence of Terms: Paragraphs A through K of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

L. Qualification of Bidders or Offerors: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder or Offeror to perform the work/furnish the item(s) and the Bidder or Offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect Bidder's or Offeror's physical facilities prior to award to satisfy questions regarding the Bidder's or Offeror's capabilities. The Commonwealth further reserves the right to reject any bid or proposal if the evidence submitted by, or investigations of, such Bidder or Offeror fails to satisfy the Commonwealth that

such Bidder or Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.

- M. Testing/Inspections: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specification.
- N. Assignment of Contract: A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.
- O. Changes to the Contract: Changes can be made to the Contract in any one of the following ways:
 - 1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 - 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to things such as the method of packing or shipment and place of delivery or installation. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounting for the number of units of work performed, subject to the Purchasing Agency's right to audit the Contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the Contractor to proceed with the work and to keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for adjustment in price under this provision must be asserted by written notice to

the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia's Vendor's Manual. Neither the existence of a claim or a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes order by the Purchasing Agency or with the performance of the contract generally.

- P. Default: In case of a failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the Commonwealth may have.
- Q. Taxes: Sales to the Commonwealth of Virginia are normally exempt from State sales tax, State sales and use tax certificates of exemption, Form ST-12, will be issued upon request, deliveries against this contract shall be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- R. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the Purchasing Agency's public posting notice board located in the lobby of the Theater Row Building, 730 East Broad Street, Richmond, Virginia for a minimum of 10 days.
- S. DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- T. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, or disability or against faith-based organizations. If the award of this contract is made to a faith-based organization and an individual, or applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

IX. SPECIAL TERMS AND CONDITIONS

- A. Nondiscrimination: No person shall be excluded from participation in, be denied the benefits of, or subjected to discrimination because of race, color, religion, sex, age, national origin or handicap in the provision of services provided for in this solicitation. The Contractor shall cause the foregoing provision to be inserted in any subcontracts or assignments of this contract.

The Offeror, its employees, assignees and subcontractors agree to comply with such rules, regulations, or guidelines as the Purchasing Agency may issue to implement these requirements.

- B. Audits: The Contractor hereby agrees to retain all books, records and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Purchasing Agency, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said material during said period.
- C. Availability of Funds: It is understood and agreed between the parties herein that the Purchasing Agency shall be bound hereunder only to the extent of the funds available for the purpose of this agreement.
- D. Cancellation of Contract: The Purchasing Agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 30 days written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

- E. Confidentiality: Information collected on families receiving assistance or services funded by TANF is protected as specified in the Virginia Privacy Protection Act of 1976 (*Code of Virginia 2.1-377-389*).
- F. Contractor as Independent Contractor: During the performance of this contract, the Contractor shall be regarded as an independent contractor and not as an agent or employee of the Commonwealth or the Purchasing Agency. The Contractor shall be responsible for all its own insurance and federal, state, local and FICA taxes.
- G. Interest of Contractor: The Contractor covenants that its employees responsible for services required by this Contract presently have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract.
- H. Ownership of all Data, Material and Documentation: By submitting their proposals, all offerors agree to provide all necessary services, equipment, facilities, and otherwise do all things necessary or incidental to the proper performance hereof. Any facilities, office furniture, office equipment, vehicles or equipment, and any other supplies which are purchased pursuant to the performance of this Contract by the Contractor, or which have been purchased pursuant to earlier contracts of this nature with agencies of the Commonwealth of Virginia, shall be exclusive property of the Commonwealth of Virginia and all such facilities, office furniture, office equipment, vehicles, equipment or material, and any other supplies shall be remitted to the Commonwealth of Virginia upon rescission, revocation, suspension or termination of this Contract unless otherwise specified. The Contractor shall not use, willingly allow or cause to have such facilities, office furniture, office equipment, vehicles, equipment or materials, and any other supplies purchased pursuant to this Contract for any purpose other than the performance by the Contractor of his obligations under this Contract without the prior written consent of the Purchasing Agency.
- I. Political Activity Prohibited: The Contractor funded under this contract shall not use these program funds, provide services, or employ or assign personnel, in a manner supporting or resulting in the identification of such programs with any partisan political activity or any political activity associated with a candidate, or contending faction or group, in an election for public or party office.
- J. Prime Contractor Responsibility: The Contractor will be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of the persons employed by them as he is for the acts and omissions of his own employees.

- K. Renewal of Contract: This Contract may not be renewed.
- L. Subcontracts: No portion of the work shall be subcontracted without prior written consent of the Purchasing Agency. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the Purchasing Agency the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by his subcontractor(s) and shall assure compliance with all requirements of the Contract.
- M. Other Federal Requirements: The Offeror certifies to the Commonwealth that they will conform to the provisions of the Age Discrimination Act of 1975 and the Rehabilitation Act of 1973

X. METHOD OF PAYMENT

Contract awardees will receive an advance of a quarter of the total stipend. All other payments related to this contract will be reimbursed based on the Contractor's submission of invoices for actual cash expenditures and the Purchasing Agency approval of the invoices. Each payment is subject to receipt of an itemized invoice for payment from the Contractor specifying that it/he, its/his employees, assignees and/or grantees has performed the work under this contract in conformance with the Contract and that it/he is entitled to receive the amount invoiced under the terms of the Contract.

Such payments shall be for a period beginning July 15, 2003 and ending December 31, 2003. All invoices must be supported by documentation specified by the Purchasing Agency. No more than one invoice may be submitted per month. Invoices must be for expenditures made during one or more full calendar months. Invoices for periods less than a full calendar month will not be accepted. Invoices are to be submitted by the 16th of the month following the last month services were rendered.

Upon any rescission, revocation, termination or suspension of said contract, all unobligated funds will revert to the Purchasing Agency as soon as possible but no later than 30 days from the date of such rescission, revocation, termination or suspension.

If the Purchasing Agency determines that payments have been made to the Contractor, its/his employees, assignees or subgrantees for non-allowable expenses, or for work performed that is not in conformity with this Contract or Department of Social Services Regulations, the Purchasing Agency may withhold such amounts from the next reimbursement made to the Contractor

Attachment A

COMMUNITY- AND FAITH-BASED ORGANIZATIONS (CBO & FBO) TECHNOLOGY RFP APPLICATION

Part 1 – Please **print** legibly or use computer to provide responses to questions as written.

NEED:

1. Please estimate the number of people who are in need of career development and job search services in your community. _____
2. Please estimate the number of people that your organization currently serves who are in need of career development and job search services. _____
3. Briefly describe, or list, the population(s) you will serve in this project. _____

4. How many One-Stop Centers are currently operating in your locality? _____
5. Please indicate the number of miles from your CFBO to the One-Stop Career Center. _____
6. Does your Community- Faith-Based Organization (CFBO) currently work with this/these center(s)?
Yes _____ No _____
7. About how many organizations in your locality currently provide internet access to job seekers?

8. Why does your organization want to provide job seekers access to employment information on the Internet? _____

EXPERIENCE:

9. Briefly describe your organization's experience in providing the proposed computer services. _____

10. Does your locality have Internet connectivity that does not require a long distance call to access the Internet Service Provider? Yes _____ No _____
11. Please list the ISPs available to your organization: _____
12. Does your CFBO have an Internet connection now? Yes _____ No _____
13. If not, do you agree to provide this immediately if awarded the grant? Yes _____ No _____
14. Do you have staff to assist computer users or agree to acquire this staffing resource (volunteer or paid) quickly? Yes _____ No _____
15. Does this staff have: Experience with computers? Yes _____ No _____ Experience with Internet searches? Yes _____ No _____ Good communication skills? Yes _____ No _____

Attachment A

16. Do you agree to send this staff, at your organization's expense, to a daylong regional training provided through this grant? Yes _____ No _____

APPROACH:

17. Please provide the following information about the proposed location of the computer:

Handicap accessible: Yes _____ No _____ Building safely maintained: Yes _____ No _____ Safe nighttime access: Yes _____ No _____

18. Indicate in the chart below when the computer and staff assistance will be available: Please indicate hours of operation such as 9:00 a.m. to 5:00 p.m. or 5:00 p.m. to 8:00 p.m.

Days	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Times available							

19. Describe your plan to ensure that job seekers will have staff assistance with computer searches when needed: _____
20. Do you agree to maintain records of the number of computer users in order to be able to report to the Department of Social Services? ____ yes ____ no
21. What geographic area will you serve? _____
22. How will your CFBO make the public aware of your new services as a career computer center? _____
23. What procedures will be used to ensure that the computer will be used for approved career enhancement and job search activities? _____

OUTCOMES

24. What outcomes do you expect to achieve? _____
25. Please estimate the number of job seekers you expect to serve per month. _____

SUSTAINABILITY

26. It is intended that computers will remain in the successful grantee organizations after the formal project ends in 2003. Describe your plan to continue computer services to job seekers beyond this project's formal completion. _____

Community and Faith-Based Technology Center Budget

Part Two: Please briefly describe how your organization will use the \$500 stipend that accompanies this project. (2-3 sentences, please)

Please complete the budget plan below. Please print clearly in blue or black ink. A computer-generated version of this budget containing the same information may be substituted. The total amount should equal, but not exceed, \$500.

<u>Budget Line Item</u>	<u>Amount</u>
Office Supplies	
Postage	
Computer Supplies	
Travel to Training	
Internet Service Provider Fee	
Other (please specify)	
Other (please specify)	
TOTAL	

Attachment C

Virginia WIA Local Workforce Area Designations

Area # I — Counties of Buchanan, Dickenson, Lee, Russell, Scott, Tazewell and Wise. City of Norton

Area # II — Counties of Pulaski, Montgomery, Giles, Floyd, Bland, Wythe, Carroll, Grayson, Washington and Smyth. Cities of Galax, Radford and Bristol

Area # III — Counties of Allegany, Botetourt, Craig, Franklin and Roanoke. Cities of Clifton Forge, Covington, Roanoke and Salem

Area # IV — Counties of Augusta, Bath, Highland, Page, Rockbridge and Rockingham. Cities of Buena Vista, Harrisonburg, Lexington, Staunton and Waynesboro

Area # V — Counties of Frederick, Clarke, Shenandoah and Warren. City of Winchester

Area # VI — Counties of Culpeper, Fauquier, Madison, Orange, Rappahannock, Albemarle, Fluvanna, Greene, Louisa and Nelson. City of Charlottesville

Area # VII — Counties of Amherst, Bedford and Campbell. Cities of Bedford and Lynchburg

Area # VIII — Counties of Appomattox, Brunswick, Halifax, Mecklenburg, Amelia, Buckingham, Charlotte, Cumberland, Lunenburg, Nottoway, Prince Edward

Area # IX — Counties of Charles City, Chesterfield, Goochland, Hanover, Henrico, New Kent and Powhatan

Area # X — City of Richmond

Area # XI — Counties of Fairfax, Prince William and Loudoun. Cities of Fairfax, Falls Church, Manassas and Manassas Park

Area # XII — County of Arlington and City of Alexandria

Area # XIII — Counties of Accomack, Caroline, Essex, King William, King George, King and Queen, Lancaster, Matthews, Middlesex, Northampton, Northumberland, Richmond, Spotsylvania, Stafford and Westmoreland. City of Fredericksburg

Area # XIV — Counties of Gloucester, James City and York. Cities of Hampton, Newport News, Poquoson and Williamsburg.

Area # XV — Counties of Dinwiddie, Greensville, Prince George, Surry and Sussex. Cities of Colonial Heights, Emporia, Hopewell and Petersburg

Area # XVI — Counties of Isle of Wight and Southampton. Cities of Chesapeake, Franklin, Norfolk, Portsmouth, Suffolk and Virginia Beach

Area # XVII — Counties of Henry, Patrick and Pittsylvania. Cities of Danville and Martinsville

Virginia Employment Commission, May 12, 2000